

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re

Case No. \_\_\_\_\_  
Amended

Debtor

**NOTICE OF MOTION AND CHAPTER 13  
DEBTOR'S MOTION TO BUY, SELL, OR  
ENCUMBER INTEREST IN PROPERTY**

**NOTICE**

1. YOU ARE NOTIFIED that the motion below was filed by the debtor to *[check all that apply]*:
  - Buy property
  - Sell property
  - Encumber property (including refinance of property and loan modification)
2. If you wish to object to the motion, you must, within 21 days after the service date in paragraph 5 below, file with the clerk at 1050 SW 6th Ave. #700, Portland OR 97204 or 405 E 8th Ave. #2600, Eugene OR 97401 a written objection stating the specific facts upon which the objection is based, and include a certificate of service of the objection on the movant.
3. **Failure to Object.** If you fail to file a timely objection, then the court may sign an order without further notice, submitted by the moving party on Local Bankruptcy Form 1301.5, granting the relief requested in the motion.
4. This document constitutes the notice required by Local Bankruptcy Rule 2002-1.
5. I certify that on \_\_\_\_\_ this document was:
  - a. served under Federal Rule of Bankruptcy Procedures (FRBP) 7004, on the debtor, chapter 13 trustee, U.S. trustee, each holder of liens or encumbrances on the property, and their attorneys; and
  - b. was sent, pursuant to FRBP 2002(a), to all creditors and all parties as listed in the court's records that were obtained on \_\_\_\_\_, a copy of which is attached to the document filed with the court.
6. For further information, contact *[enter name and contact information of debtor's attorney, or, if no debtor's attorney, debtor]*:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Relation to Movant

\_\_\_\_\_  
Debtor's Address & Last 4 Digits of Taxpayer ID#

**MOTION**

**Information About the Property**

*[Movant must complete this entire section]*

1. **Description of the Property** *[for example, real property address; car model, year, and VIN; or manufacturer and serial number]:*

Is the property the debtor's primary residence?    Yes    No

Additional property description attached?    Yes    No

2. **Description of Existing Liens and Encumbrances on the Property, Listed in Priority Order** *[for property debtor is purchasing, do not include liens and encumbrances of the existing owner that will be satisfied at the closing of the purchase]:*

| Name of Holder | Approximate Amount | Interest Rate | Maturity Date | Proposed Treatment (fully paid, partially paid, or not paid) |
|----------------|--------------------|---------------|---------------|--|
|                |                    |               |               |  |
|                |                    |               |               |  |
|                |                    |               |               |  |
|                |                    |               |               |  |

Additional information on existing liens and encumbrances attached?    Yes    No

**Relief Requested**

*[Movant must complete each applicable part of this section; inapplicable parts of this section may be left blank.]*

3. **Motion to Approve Purchase of Property.** Debtor hereby moves for the authority to purchase the property described in paragraph 1 of this motion. In support of this motion, debtor provides the following information--

Name of seller:

Relationship of seller to debtor:

Purchase price: \$

Anticipated closing date:

Other relevant terms of purchase:

Source of funds for purchase:

4. **Motion to Approve Sale of Property.** Debtor hereby moves for the authority to sell the property described in paragraph 1 of this motion. In support of this motion, debtor provides the following information--

Name of buyer:

Relationship of buyer to debtor:

Sale price: \$

Anticipated closing date:

Other relevant terms of sale:

Anticipated net proceeds:

Disposition of anticipated net proceeds (other than payment of liens and encumbrances described in paragraph 2 of this motion):

5. **Motion to Approve Encumbrance of Property** (including refinance of property and loan modification). Debtor hereby moves for the authority to encumber the property described in paragraph 1 of this motion. In support of this motion, debtor provides the following information—

Encumbrance type:    New Loan    Refinance    Loan Modification

Name of lender:

Relationship of lender to debtor:

Principal amount of loan: \$

Interest rate:

Loan term/maturity date:

Payment amount and terms [*for example, monthly, interest only with balloon or fully amortizing, payable only after prior debt*]:

Closing costs:

Lien position [*senior lien, second position lien, etc.*]:

Amount of cash debtor will receive from refinance:    \$0    \$

Use of any cash debtor receives:

If this is a refinance or loan modification, explain how the new terms compare with the prior terms:

**Points and Authorities**

*[Movant must complete this entire section]*

6. **Basis for Relief.** Debtor asserts that the court should grant the relief requested because:

7. **Chapter 13 Trustee Position on this Motion.** Debtor or debtor's counsel has conferred with the chapter 13 trustee, and the trustee:

Consents to this motion

Opposes this motion

Takes no position on this motion

Other:

8. **Plan**

- a. Does the chapter 13 plan contemplate the relief requested herein?    Yes    No

- b. Effect on Plan or Plan Payments. Check all that apply:

Satisfies an arrearage or other secured debt being paid in the plan. Debtor anticipates        an increased or        a reduced housing expense of \$\_\_\_\_\_ compared to the amount listed in the most recently filed Schedule J. Net proceeds will be used to complete debtor's obligations under the plan.

Net proceeds will be used to pay all creditors in full.

Other:

## 9. Exhibits

In support of this motion, debtor hereby attaches the following exhibits [*for example, purchase and sale agreement, note, deed of trust, preliminary title report, estimated closing statement*]:

None

Exhibits:

| <b>Exhibit Number</b><br>[for example,<br>Exhibit B] | <b>Exhibit Description</b><br>[for example, purchase and sale agreement, note, deed of trust,<br>preliminary title report, estimated closing statement] |
|--|---|
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |

## 10. Declarations

In support of this motion, debtor hereby attaches the following declarations:

None

Declarant names:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Relation to Movant

\_\_\_\_\_  
Debtor's Address & Last 4 Digits of Taxpayer ID#

Label Matrix for local noticing  
0979-3  
Case 18-34014-pcm13  
District of Oregon  
Portland  
Fri Mar 10 11:10:59 PST 2023

(p)ASSET RECOVERY GROUP INC  
PO BOX 14949  
PORTLAND OR 97293-0949

Chex Systems  
7805 Hudson Road, Suite 100  
Woodbury, MN 55125-1703

(p)COLUMBIA CREDITS INC  
PO BOX 1607  
THE DALLES OR 97058-8005

Commonwealth Financial  
1981 N Broadway #305  
Walnut Creek, CA 94596-3841

Equifax Information Svcs LLC  
PO Box 740256  
Atlanta, GA 30374-0256

Flex Shopper  
2700 N Military Trl  
Boca Raton, FL 33431-1809

Ginny's  
c/o Creditors Bankruptcy Service  
P.O. Box 800849  
Dallas, TX 75380-0849

IRS  
PO Box 7346  
Philadelphia, PA 19101-7346

Katie L Riggs  
Aldridge Pite, LLP  
111 SW Columbia St., Ste. 950  
Portland, OR 97201-5841

Advantis Credit Union  
PO Box 14220  
Portland, OR 97293-0220

(p)CMRE FINANCIAL SERVICES INC  
3075 E IMPERIAL HWY STE 200  
BREA CA 92821-6753

City of Lake Oswego  
380 A Avenue  
PO Box 369  
Lake Oswego, OR 97034-0369

Comcast  
Bankruptcy Notices  
PO Box 34744  
Seattle, WA 98124-1744

Courtney Allen Cross, Attorney  
Hasson Law, LLC  
12715 N. Interstate  
Portland, OR 97230

Experian Information Solutions, Inc.  
PO Box 9532  
Allen, TX 75013-9532

FlexShopper, LLC  
2700 N. Military Trail  
Suite 200  
Boca Raton, FL 33431-6394

Wayne Godare  
222 SW Columbia St #1700  
Portland, OR 97201-6652

Kaiser Permanente  
500 NE Multnomah St. Ste. 100  
Portland, OR 97232-2099

AMBER L LABRECQUE  
ZBS Law, LLP  
5 Centerpointe Dr.  
Ste 400  
Lake Oswego, OR 97035-8661

American Medical Response  
POB 3429  
Modesto, CA 95353-3429

Chase Receivables  
775 Baywood Dr.  
PO Box 208  
Concord, CA 94522-0208

Clackamas County Corrections  
1024 Main St.  
Oregon City, OR 97045-1002

Commercial Adjustment Company  
901 Marine Dr.  
Astoria, OR 97103-4217

Credits  
PO Box 1607  
The Dalles, OR 97058-8005

Figi's Companies Inc  
c/o Creditors Bankruptcy Service  
P.O. Box 800849  
Dallas, TX 75380-0849

Ginny's  
1112 7th Ave.  
Monroe, WI 53566-1364

IC Systems  
PO Box 3396  
Portland, OR 97208-3396

Kaiser Permanente  
7201 N. Interstate  
Portland, OR 97217-5523

LVNV Funding  
c/o Resurgent Capital Services  
PO Box 112699  
Greenville, SC 29603

Exhibit B Page 1 of 3

LVNV Funding, LLC  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Legacy Health  
PO Box 3948  
Portland, OR 97208-3948

Les Schwab  
PO Box 5350  
Bend, OR 97708-5350

THOMAS A McAVITY  
Thomas McAvity, LLC  
650 NE Holladay St.  
Ste 1600  
Portland, OR 97232-2035

Metro West Ambulance  
5475 NE Dawson Creek Dr.  
Hillsboro, OR 97124-5797

ODR Bkcy  
955 Center St NE  
Salem OR 97301-2555

Oregon Department of Revenue  
955 Center Street NE  
Salem, OR 97301-2555

Oregon Department of Revenue  
PO Box 14999  
Salem, OR 97309-0990

PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

(p)PHOENIX FINANCIAL SERVICES LLC  
PO BOX 361450  
INDIANAPOLIS IN 46236-1450

(p)PERFORMANT FINANCIAL CORPORATION  
333 N CANYONS PKWY STE 100  
LIVERMORE CA 94551-9480

Rushmore Loan Management  
Services, LLC  
RA Corporation Service Company  
300 Descyges Wat SW Ste. 304  
Olympia, WA 98501

Rushmore Loan Management Services  
P.O. Box 55004  
Irvine, CA 92619-5004

Rushmore Loan Managment Services  
PO Box 814529  
Dallas, TX 75381-4529

Rushmore Loan Mgmt Svcs LLC  
Attn: Home Retention Dept  
15480 Laguna Canyon Rd, Ste 10  
Irvine, CA 92618-2132

Rushmore Mortgage Services  
15480 Laguna Canyon Rd  
Irvine, CA 92618-2132

MICHAEL SCOTT  
McCarthy & Holthus LLP  
920 SW 3rd Ave, 1st Floor  
Portland, OR 97204-2419

(p)SPRINT  
C O AMERICAN INFOSOURCE  
4515 N SANTA FE AVE  
OKLAHOMA CITY OK 73118-7901

State of Oregon  
Business and Fiscal Services Division  
Supreme Court Building  
1163 State Street  
Salem, OR 97301-2563

State of Oregon Dept of Revenue  
955 Center St NE  
Salem, OR 97301-2555

Jasmine Stepek  
18954 Indian Springs Rd.  
Lake Oswego, OR 97035-8330

Matthew David Stepek  
18954 Indian Springs Rd.  
Lake Oswego, OR 97035-8330

Swiss Colony  
1112 7th Ave  
Monroe, WI 53566-1364

The Swiss Colony  
c/o Creditors Bankruptcy Service  
P.O. Box 800849  
Dallas, TX 75380-0849

Transunion  
2 Baldwin Place  
P.O. Box 2000  
Crum Lynne, PA 19022-1370

U.S. Bank National Association  
c/o Rushmore Loan Management Services LL  
P.O. Box 55004  
Irvine, CA 92619-5004

U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-0008

(p)US BANK  
PO BOX 5229  
CINCINNATI OH 45201-5229

US Trustee, Portland  
1220 SW 3rd Ave., Rm. 315  
Portland, OR 97204-2829

Verizon Wireless  
One Verizon Way  
Basking Ridge, NJ 07920-1097



Viasat  
349 Inverness Dr. South  
Englewood, CO 80112-5882

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

|  |  |  |
|--|--|--|
| Asset Systems<br>PO Box 14550<br>Portland, OR 97293  | (d)Asset Systems Inc.<br>PO Box 14550<br>Portland, OR 97293                        | (d)Asset Systems, Inc.<br>c/o Michael G. Schindler, Reg. Agent<br>4520 Se Belmont St., Ste 280<br>Portland, OR 97215 |
| CMRE Financial Services<br>3075 E. Imperial Hwy. #200<br>Brea, CA 92821-6753               | Columbia Credits<br>PO Box 1607<br>The Dalles, OR 97058-8005                       | Phoenix Financial Services Inc.<br>PO Box 361450<br>Indianapolis, IN 46236-1450                                      |
| Premier Credit<br>PO Box 19309<br>Indianapolis, IN 46219                                   | (d)Premiere Credit of North America, LLC<br>PO Box 19309<br>Indianapolis, IN 46219 | Sprint<br>PO Box 54977<br>Los Angeles, CA 90054-0977   |
| (d)Sprint Headquarters<br>Attn: Bankruptcy Dept.<br>PO Box 7949<br>Overland Park, KS 66207 | US Bank National Assoc.<br>PO Box 9487<br>Minneapolis, MN 55440                    |  |

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

|  |                                   |   |
|--|-----------------------------------|---|
| (d)PRA Receivables Management, LLC<br>PO Box 41021<br>Norfolk, VA 23541-1021 | (u)U.S. Bank National Association | (u)U.S. Bank Trust National Association as tr |
|--|-----------------------------------|---|

|                     |    |
|---------------------|----|
| End of Label Matrix |    |
| Mailable recipients | 60 |
| Bypassed recipients | 3  |
| Total               | 63 |

**After Recording Return To:**  
**Rushmore Loan Management Services LLC**  
**ATTN: Collateral Dept.**  
**8616 Freeport Parkway, Suite 100**  
**Irving, TX 75063**

**This Document Prepared By:**  
**Rushmore Loan Management Services LLC**  
**8616 Freeport Parkway, Suite 100**  
**Irving, TX 75063**

**Until a change is requested all**  
**tax statements shall be sent to**  
**the following address.**  
**Rushmore Loan Management Services LLC**  
**8616 Freeport Parkway, Suite 100**  
**Irving, TX 75063**

**True and Actual Consideration is: \$389,131.89**

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Original Loan Amount: **\$328,000.00**      Loan No: **3361**  
Investor Loan No: **90832**

## **LOAN MODIFICATION AGREEMENT**

**(Providing For Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 6th day of March, 2023, between **MATTHEW STEPEK and JASMINE STEPEK** ("Borrower") and **Rushmore Loan Management Services LLC**, whose address is **8616 Freeport Parkway, Suite 100, Irving, TX 75063** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **April 30, 2007** and recorded in \_\_\_\_\_, of the Official Records of \_\_\_\_\_ County, OR and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at  
**18954 INDIAN SPRINGS RD, LAKE OSWEGO, OR 97035,**  
(Property Address)  
the real property described being set forth as follows:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **February 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$389,131.89**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
1101 8300a 08/14



Form 3179 1/01 (rev. 4/14)  
(page 1 of 5)

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.000%**, from **February 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,876.38**, beginning on the **1st day of March, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000%** will remain in effect until principal and interest are paid in full. If on **February 1, 2063** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
1101 8300a 08/14



Form 3179 1/01 (rev. 4/14)  
(page 2 of 5)

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [ ☐ ].

6. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
1101 8300a 08/14



Form 3179 1/01 (rev. 4/14)  
(page 3 of 5)

In Witness Whereof, the Lender and I have executed this Agreement.

\_\_\_\_\_  
**MATTHEW STEPEK** -Borrower

Date: \_\_\_\_\_

\_\_\_\_\_  
**JASMINE STEPEK** -Borrower

Date: \_\_\_\_\_

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

State of Oregon

County of \_\_\_\_\_

This instrument was acknowledged before me, a Notary Public on

\_\_\_\_\_ by

**MATTHEW STEPEK and JASMINE STEPEK.**

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
(Title or rank)

My Commission expires : \_\_\_\_\_



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
1101 8300a 08/14



Form 3179 1/01 (rev. 4/14)  
(page 4 of 5)